

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

2012 MAY 24 PM 12:51

Dennis E Scarberry

Plaintiff(s)

-Vs.-

Fidelity Mortgage of New York, a )  
Division of Delta Funding Corp; )  
Ocwen Loan Servicing Company; )  
LLC.; Mortgage Electronic )  
Registration Services (herein MERS); )  
Western Progressive, LLC; HSBC )  
Bank USA, NA; Cal-Western )  
Reconveyance Corp; Wells Fargo )  
Bank, NA; Renaissance Mortgage )  
Acceptance Corporation; LSI Title )  
Agency Inc, and Does 1-50 Inclusive;)

Defendant(s)

**CASE NO.**

**2:12-cv-00128-KJD-CWH**

**OPPOSITION TO FEE  
APPLICATION(S) AND  
REQUEST FOR STAY OF  
ORDER FOR PAYMENT UNTIL  
RULING ON MERITS OF  
LITIGATION**

(no exhibits attached)

**OPPOSITION TO FEE APPLICATION(S) AND REQUEST FOR  
STAY OF ORDER FOR PAYMENT UNTIL RULING ON MERITS OF  
LITIGATION**

Plaintiff hereby requests that the Court stay the order for Fee Application until such time that there is a ruling in this litigation, as Plaintiff is indigent and can barely meet the expenses of maintaining a Spartan lifestyle for himself and his family.

This whole need for litigation in this matter is because of Defendant(s) illegal attempt(s) to remove Plaintiff from his home and primary residence without having the authority to do so, which is all a result of Defendant(s) placing Plaintiff in a situation that could/would damage him and not deliver what was originally bargained for when

1 Plaintiff originally did business, in good faith expectation(s) and reliance on/with  
2 Defendant(s), ethics, knowledge, and honesty in whole regarding what this "loan"  
3 transaction really was all about.  
4

5 Plaintiff again apologizes to the court for missing the scheduled telephonic  
6 meeting. Plaintiff also knows that part of the reason was Plaintiff was being asked to  
7 litigate in two different courts and jurisdictions by Defendant(s) and did contribute to  
8 the confusion and oversight on the part of Plaintiff, by Defendant(s) actions of using  
9 another law firm to remove Plaintiff from his property in a separate action. This also  
10 demanded the Plaintiff's attention and used the valuable time of the Plaintiff to defend  
11 against the secondary action brought forth, instead of this current litigation and it's  
12 requirements in this Court, which did overwhelm him and definitely contributed to  
13 Plaintiff's absence from the telephonic conference pertaining to this/these Fee  
14 Application(s)  
15  
16  
17

18 During this week Plaintiff also suffered health issues and was down for three (3)  
19 days during the week of the scheduled telephonic conference that the Plaintiff was absent  
20 from. Plaintiff suffers from a "calcified" pancreas. Plaintiff did not record the particular  
21 days that he was down with a pancreas attack, so he cannot say in verity that he was in  
22 fact sick on the day of the herein referenced telephonic conference, but it was in the same  
23 thereof.  
24  
25

26 In 2007 Plaintiff was diagnosed with masses in his pancreas. Plaintiff was told that  
27 this was not good and that there was no real treatment available. After nine (9) months  
28 Plaintiff's health insurance finally approved a visit to the UCLA Medical Center where he  
underwent more tests. It turns out that Plaintiff's pancreas had "calcified" itself, resulting  
in the saving of the Plaintiff's life. The pancreas basically "killed" itself to protect the  
whole.

1 Plaintiff does not warrant these as reasons or excuses because Plaintiff should have  
2 attended and by his own oversight did not.

3  
4 Plaintiff asked that the stay be placed until such time that merits of this case be  
5 heard and if Defendant(s) prevail which after a preponderance of the facts in this case,  
6 Plaintiff wholly and truly believes they will not, any such remaining Fees and Sanctions  
7 should then be assessed and deducted from Plaintiff's award resulting from the unethical  
8 and predatory business practices of the Defendant(s) if the Court still deems them  
9 warranted.  
10

11  
12 Plaintiff will show in Court the many indiscretions and purposely played out  
13 attempts to defraud Plaintiff.

14  
15 Also the stay is requested until such time that the Defendant(s) can prove that they  
16 are the true Party in Interest and that the document(s) evidenced in Court are deemed  
17 certifiable by the Court. This of course, Plaintiff believes will be non-forthcoming from  
18 Defendant(s) as well.

19  
20 As suggested undertaking by the Court, Plaintiff has forwarded an Offer in  
21 Compromise and has given Defendant(s) thirty (30) days from the notice date of 22 May  
22 2012 to accept or deny offer. The extended time period of thirty (30) days is to give the  
23 many Defendant(s) time to communicate the offer and sufficiently allow for their  
24 consideration of said offer between the many of them. Plaintiff has made a generous Offer  
25 in Compromise, which he hopes to wait the thirty (30) days before making the terms of  
26 that Offer in Compromise public by filing it in Court as evidence of the submission of the  
27 Offer in Compromise to the Defendant(s). Plaintiff does not know if this is exactly the  
28 correct thing to do but wants to respect the Defendant(s) privacy while they are

1 considering Plaintiff's Offer in Compromise.

2 When it is clear to the Court that the Defendant(s) has in the past, and must in the  
3 future provide "manufactured" document(s) to prove their position, it will be clear to the  
4 Court and ALL parties involved that this litigation should have never had to happen in the  
5 first place if Defendant(s) had done things properly in the first place, therefore any Fees or  
6 sanctions should become a nullity when the final disposition of the Court is reached.  
7

8 Plaintiff refers to a sample of the documents that have been filed improperly and  
9 without any regard to Plaintiff and his rights, or to the requirements of the Great State of  
10 Nevada in doing business, legally in our State. The references below do not constitute or  
11 imply a complete list of evidence that will be supplied by Defendant in his pursuit of  
12 Justice, nor do they attempt to give light to every allegation Plaintiff has made against  
13 Defendant(s), each and every one of them.  
14  
15  
16

17 1) 02 Feb 2009: HSBC Bank USA, N.A., as the Trustee for the Registered  
18 Holders of the Renaissance Equity Loan Asset-Backed Certificates, Series  
19 2007-3 substitutes Quality Loan Services (Ocwen) as Trustee.

20 2) 04 Feb 2009: Assignment of Deed of Trust to HSBC Bank USA, N.A.,  
21 as the Trustee for the Registered Holders of the Renaissance Equity Loan  
22 Asset-Backed Certificates, Series 2007-3, by and with the Trustee listed as  
23 Cal-Western Reconveyance Corporation as the Trustee, but being done so  
24 by the Nominee who is of course Mortgage Electronic Registration  
25 Systems, Inc., who has NO ability to Assign or act as Beneficiary. This was  
26 executed around 13 months after many of the companies being represented  
27 by the opposing counsel(s) filed bankruptcy, dissolved, and wrote off their  
28 debts, and were no longer able to perform any functions as an entity or  
person regarding the transfers and/or assignments of Plaintiff's property.

29 Please note, as referenced above, two (2) days before, Cal-Western had substituted  
30 themselves with Ocwen, so Ocwen was the Trustee when Cal Western Reconveyance  
31 made it's election(s) as Trustee to sell Plaintiff's property and to assign it to HSBC Bank

1 USA, N.A., as the Trustee for the Registered Holders of the Renaissance Equity Loan  
2 Asset-Backed Certificates, Series 2007-3. This gets even more confusing to Plaintiff, as if,  
3 as they claim, HSBC Bank USA, N.A., as the Trustee for the Registered Holders of the  
4 Renaissance Equity Loan Asset-Backed Certificates, Series 2007-3 had standing as a true  
5 Party in Interest, why would they have to make the purchase or attempt to perfect title, if  
6 they were a Party in Interest as they had already claimed.  
7

8  
9 Plaintiff has much more, to include that the Election to Sell was Robo-Signed by  
10 Geraldine Sheppard, who has recently been indicted by the Attorney General of the State  
11 of Nevada for Robo-Signing, in hundreds, maybe thousands of instances, is the  
12 representative of LSI Title agency that gave life to this fraud being perpetrated on Plaintiff  
13 by HSBC Bank USA, N.A., as the Trustee for the Registered Holders of the Renaissance  
14 Equity Loan Asset-Backed Certificates, Series 2007-3. Plaintiff believes that this creates  
15 another nullity.  
16

17  
18 Plaintiff believes that these and numerous other questionable activities by  
19 Defendant(s) more than pass the smell test. How many nullities does it take to beat the  
20 "Bankster(s)" and their "Fraudclosures?"  
21

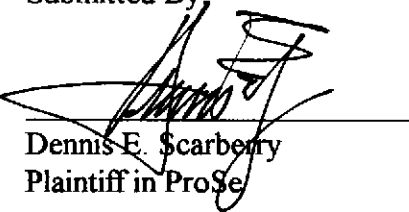
22 When everything finally comes to light, it will be clear that Defendant(s) have  
23 broken nearly every rule in the book of conducting business in a forthright, ethical, and  
24 good faith manner, and that Plaintiff, as a layman, Plaintiff relied on and placed his trust  
25 in the Defendant(s), each and every one of them, while they were taking advantage of  
26 Plaintiff's good faith and trust while intentionally perpetrating fraud on him.  
27  
28

As it turns out by multiple and separate rulings in United States Appellate Courts  
of different Districts (as of 1 May 2012), it has now been determined that

1 Defendant(s), such as the ones here, are nothing but debt and bill collectors and have NO  
2 standing or a right to standing as a true Party of Interest in the affairs of Plaintiff. HSBC  
3 Bank USA, N.A., as the Trustee for the Registered Holders of the Renaissance Equity  
4 Loan Asset-Backed Certificates, Series 2007-3 qualifies as such, and in the Appeals Court,  
5 reversals and ruling alluded to by Plaintiff say in no uncertain terms that the debt collector  
6 and the Creditor cannot be the same, regarding the same interest or debt.  
7

8  
9 It is upon the final determinations being made by the Court that Plaintiff submits  
10 Defendant(s) have "wasted" much of Plaintiff's time and created him additional and  
11 unnecessary expenses as well as his feelings and/or endured conditions of, but not limited  
12 to; anguish, tension, anxiety, sleeplessness, helplessness, hopelessness, fear, impugment,  
13 muted voice, denied personal rights, disgraced, shamed, insulted, lied to, mislead,  
14 disgraced, humiliated, intentionally deceived, fraud set upon, and bullied by Defendant(s).  
15 Plaintiff has and is, and continues to endure damages of his emotional and mental state(s).  
16 Plaintiff's family suffers as well. The ways that the Defendant(s) illegal and questionable  
17 activities have effected Plaintiff and his family are not limited to what is sampled here, but  
18 also any or all of those that may or may not currently exist or, could develop, or later be  
19 discovered and/or realized with the passing of time, as to how the abuse(s) Plaintiff and his  
20 family suffered at the hands of the Defendant(s) can and/or will manifest themselves in the  
21 future.  
22  
23  
24  
25

26 Submitted By:

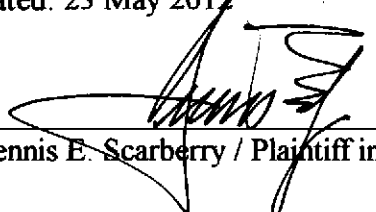
27   
28 \_\_\_\_\_  
Dennis E. Scarberry  
Plaintiff in ProSe

Dated: 24 May 2012

**VERIFICATION**

I, Dennis E. Scarberry have read the following and know the contents thereof. The same is true, based on my personal knowledge, except for those matters which are therein upon information and belief, and as to those claims of fact, I believe to be true.

Dated: 23 May 2012

  
Dennis E. Scarberry / Plaintiff in ProSe

**CERTIFICATE OF MAILING**

I hereby certify that on the 21st day of February, 2012, a true and correct copy of the foregoing Motion for Preliminary Injunction and Order for Preliminary Injunction was forwarded to all parties and counsel(s) as identified in the listing of Defendant(s) by depositing true copies thereof in the United States First Class Mail at Las Vegas, Nevada, enclosed in a sealed envelope, with postage paid, addressed as follows:

McCarthy and Holthus, LLP  
Counsel for LSI Title Agency  
9510 W. Sahara, Suite 110  
Las Vegas, NV 89117

Jeffrey S. Allison, Esq  
Stephanie Cooper-Herdman  
Attorneys for Defendants  
Ocwen Loan Servicing, LLC,  
Western Progressive, LLC, and  
HSBC Bank USA, NA, as Trustee  
for the registered holders of  
Renaissance Equity Loan Asset-Backed  
Certificates, Series 2007-3

1 5275 S. Durango Drive  
2 Las Vegas, NV 89113

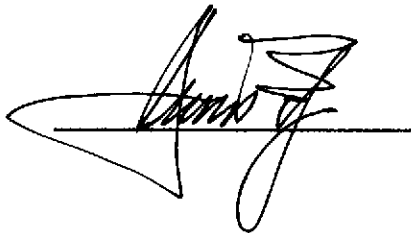
3 Donna M Osborn, Esq.  
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5 Wells Fargo Bank, NA, and  
6 Mortgage Electronic Registration Systems, Inc.  
7 5532 South Fort Apache Road, Suite 110  
8 Las Vegas, NV 89148

9 Victoria Adams, Esq.  
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12 525 East Main Street  
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14 Ocwen Loan Servicing Company, LLC  
15 Attorneys for  
16 Fidelity Mortgage of New York,  
17 a Division of Delta Funding  
18 2711 Centerville Road, Suite 110  
19 Wilmington, DE 19808

20 The Law Offices of Les Zieve,  
21 by Grace M. Kim, Esq. (NV No. 9268), and  
22 Benjamin D. Petiprin, Esq. (NV Bar No.11681)  
23 Attorney(s) for:  
24 HSBC Bank USA, NA, as Trustee  
25 for the registered holders of  
26 Renaissance Equity Loan Asset-Backed  
27 Certificates, Series 2007-3  
28 3753 Howard Hughes Parkway, Suite 200  
Las Vegas, NV 89169

Dennis E Scarberry  
Plaintiff in Proper Person

A handwritten signature in black ink, appearing to read 'Dennis E. Scarberry', is written over a horizontal line.

Dated: 24 May 2012